

PLACEMENT AGENT AGREEMENT

_____, 2015

BOARD OF SUPERVISORS
GILA COUNTY, ARIZONA

Re: Gila County, Arizona Pledged Revenue Obligation, Series 2015

Upon the terms and conditions and based upon the representations, warranties and covenants set forth herein, Stifel, Nicolaus & Company, Incorporated (the "Placement Agent") offers to enter into this Placement Agent Agreement (this "Placement Contract") with Gila County, Arizona (the "County"), which, upon acceptance of this offer and subject to Paragraph 5 hereof, shall be binding upon the County and the Placement Agent. This offer is made subject to acceptance of this Placement Contract by the County before or on _____, 2015, and, if not so accepted, will be subject to withdrawal by the Placement Agent upon notice delivered to your office at any time prior to acceptance hereof. If the obligations of the Placement Agent shall be terminated for any reason permitted hereby, neither the Placement Agent nor the County shall be under further obligation hereunder.

The above-captioned obligation (the "Obligation") is to be executed and delivered pursuant to a Resolution of the Board of Supervisors of the County adopted on January 27, 2015 (the "Resolution"), and the hereinafter defined Trust Agreement.

1. The Placement Agent shall use its best efforts to locate purchasers for the Obligation (the "Purchasers") at a purchase price determined as provided in the Resolution (the "Purchase Price") and on terms consistent with the Resolution. If the Purchasers purchase the Obligation on the hereinafter defined Closing Date, the County will pay a placement fee equal to \$_____ (the "Fee") to the Placement Agent.

2. The undersigned, on behalf of the County, but not individually, hereby represents and warrants to the Placement Agent (and it shall be a condition of the obligation of

the Placement Agent to perform under this Purchase Contract that it shall be represented and warranted on the Closing Date) that:

(a) The County is duly organized and validly existing under the laws of the State of Arizona (the "State") with power to adopt the Resolution, perform the agreements on its part contained therein and in the agreements approved thereby and cause the execution and delivery of the Obligation.

(b) The County has complied and, in all respects on the Closing Date will be in compliance, with all of the provisions of applicable law of the State.

(c) The County has duly adopted the Resolution, and the County has duly authorized and approved the execution and delivery of this Placement Contract and the Purchase Agreement and the Trust Agreement (as such terms are defined in the Resolution and, with this Purchase Contract, collectively, the "Documents"), as well as the performance of its obligations contained in the Obligation and the consummation by it of all other transactions contemplated hereby.

(d) The County is not in breach of or default under any applicable law or administrative regulation of the State or any department, division, agency or instrumentality thereof, or of the United States, or any applicable judgment or decree or any loan agreement, note, resolution, certificate, agreement or other instrument to which the County is a party or is otherwise subject, which breach or default would materially and adversely affect the County or its ability to perform its duties and obligations under the Documents, and the execution and delivery of the Documents, the adoption of the Resolution and the execution and delivery of the Obligation and compliance with the provisions of each will not conflict materially with or constitute a material breach of or default under any applicable law or administrative regulation of the State or under any certificate, agreement or other instrument to which the County is a party or is otherwise subject, which breach or default would materially and adversely affect the County or its ability to perform its duties and obligations under the Documents.

(e) No litigation is pending or overtly threatened in any court in any way affecting the existence of the County or the title of the members of the Board of Supervisors of the County to their respective offices or seeking to restrain or to enjoin the sale, execution or delivery of the Obligation, or the collection or pledge of any revenues pledged or to be pledged under the Documents to pay the principal of and interest on the Obligation, or in any way contesting or affecting the validity or enforceability of the Obligation, the Resolution or the Documents, or contesting the powers of the County or the members of the Board of Supervisors with respect to the Obligation.

3. (a) At or prior to 11 a.m. M.S.T. on _____, 2015, or such other date agreed to by the County and the Placement Agent ("the Closing Date"), the Obligation will be delivered, in definitive fully registered form, duly executed, and, if to be delivered through The Depository Trust Company, New York, New York ("DTC"), registered in the name of Cede & Co., as the nominee of DTC, in the denomination specified by the Purchasers, together with the other documents hereinabove mentioned,

upon payment of the Purchase Price by wire transfer, in immediately available funds, to the County. Delivery as aforesaid shall be made at a time and place, as shall have been mutually agreed upon by authorized representatives of the Placement Agent and the County, and such payment shall be made simultaneously therewith. This payment and delivery is herein called the "Closing."

(b) On the Closing Date, the Placement Agent shall receive a copy of each of the following documents, each dated the Closing Date:

- (i) a certified copy of the Resolution;
- (ii) an opinion of Special Counsel, Greenberg Traurig, LLP ("Special Counsel") in form and substance satisfactory to the Placement Agent;
- (iii) a certificate, signed by an authorized officer of the County, to the effect that (i) the representations, warranties and covenants of the County contained herein are true and correct in all material respects on and as of the Closing Date, with the same effect as if made on the Closing Date; (ii) no litigation is pending or, to the knowledge of such officer, threatened in any court in any way affecting the existence of the County or the titles of its officers or directors to their respective positions, or seeking to restrain or to enjoin the sale, execution or delivery of the Obligation, or the collection of any revenues or assets of the County pledged or to be pledged to pay the principal of and interest on the Obligation, or the pledge thereof, or in any way contesting or affecting the validity or enforceability of the Obligation, the Resolution or the Documents, or contesting the powers of the County or its authority with respect to the Obligation, the Resolution or the Documents (but in lieu of or in conjunction with such certificate, the Placement Agent may, in the sole discretion of an authorized representative thereof, accept certificates or opinions of counsel to the County, acceptable to such representative, that in the opinion of such counsel the issues raised in any pending or threatened litigation are without substance or that the contentions of all plaintiffs therein are without merit) and (iii) the County has complied in all material respects with the Resolution and the terms of the Obligation and the Documents and satisfied all material conditions on its part to be performed or satisfied at or prior to the delivery of the Obligation and
- (iv) such additional certificates, instruments or opinions as Special Counsel, the County or the Placement Agent may deem necessary or desirable.

All certificates, instruments, opinions and documents referred to above and any resolutions shall be in form and substance satisfactory to authorized representatives of Special Counsel, the County and the Placement Agent.

4. The obligation of the Placement Agent to use its best efforts to place the Obligation shall be subject to the performance by the County of the obligations thereof provided hereby in all material respects at or prior to the Closing, and the accuracy in all material respects

of the representations and warranties of the County contained herein and shall also be subject to the following conditions:

- (a) The Documents shall be in full force and effect and shall not have been amended, modified or supplemented, except as may have been agreed to by the Placement Agent;
- (b) The County shall have arranged for payment of the Fee at the time of the Closing and
- (c) All of the other obligations of the County required under or specified in this Placement Contract and the Resolution to be performed at or prior to the Closing shall have been performed in all material respects.

5. This Placement Contract may be terminated by the Placement Agent by notification in writing to you at your office if at any time subsequent to the date hereof and at or prior to the Closing: (i) legislation shall be enacted by or introduced in the Congress of the United States or recommended to the Congress for passage by the President of the United States, or the Treasury Department of the United States or the Internal Revenue Service or any member of the Congress or the State legislature or favorably reported for passage to either House of the Congress by any committee of such House to which such legislation has been referred for consideration, a decision by a court of the United States or of the State or the United States Tax Court shall be rendered, or an order, ruling, regulation (final, temporary or proposed), press release, statement or other form of notice by or on behalf of the Treasury Department of the United States, the Internal Revenue Service or other governmental agency shall be made or proposed, the effect of any or all of which would be to impose, directly or indirectly, federal income taxation upon interest received on obligations of the general character of the Obligation or, with respect to State taxation, of the interest on the Obligation or other action or events shall have transpired which may have the purpose or effect, directly or indirectly, of changing the federal income tax consequences or State income tax consequences of any of the transactions contemplated herein; (ii) a stop order, ruling, regulation, proposed regulation or statement by or on behalf of the Securities and Exchange Commission shall be issued or made to the effect that the offering, sale and execution and delivery of the Obligation without registration thereof or obligations of the general character of the Obligation is in violation of any provision of the Securities Act of 1933 or of the Trust Indenture Act of 1939; (iii) in the Congress of the United States, legislation shall be enacted or a bill shall be favorably reported out of committee of either house, or a decision by a court of the United States shall be rendered, or a ruling, regulation, proposed regulation or statement by or on behalf of the Securities and Exchange Commission or other governmental agency having jurisdiction of the subject matter shall be made, to the effect that securities of the County or of any similar body are not exempt from the registration, qualification or other requirements of the Securities Act of 1933 or the Trust Indenture Act of 1939; (iv) the United States shall have become engaged in hostilities which have resulted in a declaration of war or a national emergency; (v) there shall have occurred a general suspension of trading on the New York Stock Exchange; (vi) a general banking moratorium shall have been declared by the United States, State of New York, or the State authorities; (vii) there shall have occurred since the date of this Placement Contract any materially adverse change in the affairs or

financial condition of the County or (viii) the purchase of and payment for the Obligation on the terms and conditions herein provided shall be prohibited by any applicable law, governmental authority, board, agency or commission.

6. There shall be paid solely from the proceeds of the sale of the Obligation, upon or promptly after the Closing: (a) the cost of the preparation and printing of the Obligation; (b) the fees and disbursements of Special Counsel and of any other counsel or consultants retained by the County and (c) the Fee. The Placement Agent shall be under no obligation to pay any expenses incident to this Placement Contract.

7. The agreements and all representations and warranties herein set forth have been and are made for the benefit of the Placement Agent and the County, and no other person shall acquire or have any right under or by virtue of this Placement Contract.

8. This Placement Contract shall become effective upon the execution of the acceptance hereof by an authorized officer of the County and shall be valid and enforceable as of the time of such acceptance. This Placement Contract may be executed in several counterparts, each of which shall be regarded as an original (with the same effect as if the signatures thereto and hereto were upon the same document) and all of which shall constitute one and the same document.

9. This Placement Contract shall be governed by and construed in accordance with the law of the State. As required by the provisions of Section 38-511, Arizona Revised Statutes, as amended, notice is hereby given that the State, its political subdivisions (including the County) or any department or agency of either may, within three (3) years after its execution, cancel any contract, without penalty or further obligation, made by the State, its political subdivisions or any of the departments or agencies of either if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the State, its political subdivisions or any of the departments or agencies of either is, any time while the contract or any extension of the contract is in effect, an employee or agent of any other party to the contract in any capacity or a consultant to any other party of the contract with respect to the subject matter of the contract. The cancellation shall be effective when written notice from the Governor or the chief executive officer or governing body of the political subdivision is received by all other parties to the contract unless the notice specifies a later time. The State, its political subdivisions or any department or agency of either may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the State, its political subdivisions or any department or agency of either from any other party to the contract arising as the result of the contract. This Section is not intended to expand or enlarge the rights of the County hereunder except as required by such Section. Each of the parties hereto hereby certifies that it is not presently aware of any violation of such Section which would adversely affect the enforceability of this Placement Contract and covenants that it shall take no action which would result in a violation of such Section.

10. If any provision of this Placement Contract shall be held or deemed to be or shall, in fact, be invalid, inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all jurisdictions because it conflicts with any provisions of any Constitution, statute, rule of public policy, or any other reason, such circumstances shall not have the effect of rendering the provision in question invalid, inoperative or unenforceable in any other case or circumstance or of rendering any other provision or provisions of this Placement Contract invalid, inoperative or unenforceable to any extent whatever.

Respectfully submitted,

STIFEL, NICOLAUS & COMPANY, INCORPORATED

.....
B. Mark Reader, Managing Director

ACCEPTED this ____ day of _____, 2015.

GILA COUNTY, ARIZONA

By
Chairman, Board of Supervisors

ATTEST:

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Clerk, Board of Supervisors